

WINNICUT DAM FEASIBILITY STUDY

DEED AND TITLE SEARCH MEMORANDUM

This memorandum presents the ownership history of the Winnicut Dam property from the present to 1917. The property is currently listed in the Town of Greenland Tax Maps as Map R-17, Lots 58 and 60.

Grantor: Ruth E. Simoneau	Grantee: State of New Hampshire, Fish & Game Dept.
Book: 2103 Page: 451	Date: October 29, 1971

Grantor: Rebecca Ciechon Goodall	Grantee: Ruth Simoneau
Book: 1622 Page: 203	Date: February 16, 1962
<i>Note: Property along eastern bank of Winnicut River, Map R-17, lot 60</i>	

Grantor: Rebecca Ciechon Goodall	Grantee: State of New Hampshire
Book: 1507 Page: 70	Date: June 2, 1959
<i>Note: Property along western bank of Winnicut River, Map R-17, lot 58</i>	

Grantor: Walter Ciechon	Grantee: Rebecca Jane Ciechon
Book: 1495 Page: 083	Date: February 5, 1959

Grantor: Walter & Rebecca Ciechon	Grantee: State of New Hampshire
Book: 1426 Page: 62	Date: September 28, 1956
<i>Note: Gave State of New Hampshire the rights to erect and maintain dam</i>	

Grantor: Paul Howard Winslow	Grantee: Walter & Rebecca Ciechon
Book: 1371 Page: 206	Date: October 5, 1955

Grantor: Harold F. Secord	Grantee: Paul Howard Winslow
Book: 1094 Page: 416	Date: February 25, 1948
<i>Note: Corrected deed of previous deed, Book 1047 Page 443</i>	

Grantor: Harold F. Secord	Grantee: Paul Howard Winslow
Book 1047 Page: 443	Date: June 19, 1946

Grantor: Harry & Nina Peckham	Grantee: Harold F. Secord
Book: 1053 Page: 430	Date: May 22, 1946

Grantor: Arnold N. Holmes	Grantee: Harry & Nina Peckham
Book: 980 Page: 415	Date: May 17, 1941

Grantor: Walter & Edith Drucker	Grantee: Arnold N. Holmes
Book: 772 Page: 152	Date: December 24, 1922

Grantor: Emma R. Holmes	Grantee: Walter A. Drucker
Book: 726 Page: 401	Date: September 11, 1917

Know All Men by these Presents,

That Harold F. Secord, of the County of Rockingham, State of New Hampshire,

for and in consideration of the sum of \$100.00, to him in hand before the delivery hereof well and truly paid by

the receipt whereof, he hereby acknowledges, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said Paul Howard Winslow, his heirs and assigns forever

certain piece or parcel of land situate in Greenland, in the County of Rockingham, and State of New Hampshire, being a mill privilege known as Holmes' Mill, formerly Union Mills, bounded and described as follows, viz:

Easterly by land formerly of Lewis Shaw; Northwesternly by the Fall Side Road, so-called; Easterly by land of R. W. Teek's heirs and land of J. J. Secord; Southernly by the Water Road. Power for said privilege is furnished by the Winnicut River which flows through said premises. Together with all buildings thereon. Subject, nevertheless, to any right of way the town of Greenland may have across the Easterly end of said premises by what is known as the Old Town Road and the Old Ford.

Being the same premises conveyed to me by deed of Harry L. and Nina A. Packham, dated April 27, 1946 and duly recorded in Rockingham Registry of Deeds.

The premises herein described are the same as those described in the deed from Harold F. Secord to Paul Howard Winslow, dated June 3, 1945 and recorded in Rockingham Registry of Deeds, Book 1047, Page 443, and is in confirmation thereof, and is given to correct the omission of the name of the grantee.

To have and to hold the said granted premises, with all the privileges, and appurtenances to the same belonging to him the said Paul Howard Winslow, and his heirs and assigns, to his heirs and their only proper use and benefit forever. And I the said Harold F. Secord, for myself and my heirs, executors and administrators do hereby covenant, grant and agree, to and with the said Paul Howard Winslow, and his heirs and assigns that until the delivery hereof I am the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever, except as aforementioned; and that I and my heirs, executors and administrators, shall and will WARRANT and DEFEND the same to the said Paul Howard Winslow, and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever, except as aforesaid.

And I, Orena E. Secord, wife of the said Harold F. Secord in consideration aforesaid, do hereby relinquish all rights as such in the before mentioned premises.

And we and each of us do hereby release all rights of Homestead, secured to us, or either of us, by the laws of New Hampshire.

In witness whereof we have hereunto set our hands and seals this *Twenty-first* day of February in the year of our Lord 1948.

Signed, sealed and delivered in the presence of us:

Margaret A. O'Brien

Harold F. Secord
Orena E. Secord

State of New Hampshire, Rockingham, ss.

February 21, 1948.

Personally appeared the above named Harold F. and Orena E. Secord and acknowledged the foregoing instrument to be their voluntary act and deed before me.

Margaret A. O'Brien

Received and recorded Feb. 25, 9:30 A.M., 1948;

Know All Men by these Presents,

That Harold F. Secord, of Rockingham, New Hampshire,

for and in consideration of the sum of \$100.00, to him in hand before the delivery hereof well and truly paid by Paul Howard Winslow, the receipt whereof he hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, convey, and confirm unto the said Paul Howard Winslow, his heirs and assigns forever

A certain piece or parcel of land situate in Greenland, in the County of Rockingham, and State of New Hampshire, being a mill privilege known as Holmes' Mill, formerly Union Mills, bounded and described as follows, viz:

Easterly by land formerly of Lewis Shaw; Northwest by the Fay Side Road, so-called; Easterly by land of R. W. Teek's heirs and land of J. J. Secord; southeasterly by the Teek Road. Power for said privilege is furnished by the Winnicut River which flows through said premises. Together with all buildings thereon. Subject, nevertheless, to any right of way the Town of Greenland may have across the easterly end of said premises by what is known as the Old Town Road and the Old Ford.

Being the same premises conveyed to me by deed of Harry I. and Nina A. Peckham, dated April 27, 1946 and duly recorded in Rockingham Registry of Deeds.

The premises herein described are the same as those described in the deed from Harold F. Secord to Paul Howard Winslow, dated June 3, 1946 and recorded in Rockingham Registry of Deeds, Book 1047, Page 443, and is in confirmation thereof, and is given to correct the omission of the name of the grantee.

To have and to hold the said granted premises, with all the privileges, and appurtenances to the same belonging to him the said Paul Howard Winslow, and his heirs and assigns, to his heirs and their only proper use and benefit forever. And I, the said Harold F. Secord, for myself and my heirs, executors and administrators do hereby covenant, grant and agree, to and with the said Paul Howard Winslow, and his heirs and assigns that until the delivery hereof I am the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever; except as aforementioned; and that I and my heirs, executors and administrators, shall and will WARRANT and DEFEND the same to the said Paul Howard Winslow, and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever, except as aforesaid.

And I, Orena F. Secord, wife of the said Harold F. Secord, in consideration aforesaid, do hereby relinquish all rights as such in the before mentioned premises.

And we and each of us do hereby release all rights of HOMESTEAD, secured to us, or either of us, by the laws of New Hampshire.

In witness whereof we have hereunto set our hands and seal this *Twenty-first* day of February in the year of our Lord 1948.

Signed, sealed and delivered in the presence of us:

Marshall A. O'Brien

Harold F. Secord
Orena F. Secord

State of New Hampshire, Rockingham, ss.

February 21, A.D. 1948.

Personally appeared the above named Harold F. and Orena F. Secord and acknowledged the foregoing instrument to be their voluntary act and deed before me:

Marshall A. O'Brien Justice of the Peace

Received and recorded Feb. 25, 9:30 A.M., 1948;

Know all Men by these Presents,

THAT I, Harold F. Secord, of Seabrook, in the County of Rockingham and the State of New Hampshire,

In consideration of One Dollar and other valuable considerations to me paid by Paul Howard Winslow, of Arlington, in the County of Middlesex, and the Commonwealth of Massachusetts,

H.F. Secord
to
P.H. Winslow

the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold, and conveyed and do for my self and my heirs, by these presents, give, grant, bargain, sell, and convey unto the said ----- heirs and assigns, forever,

Del. to
H.F. Secord
P.H. Winslow

A certain piece or parcel of land situate in Greenland, being a mill privilege known as Holmes' Mill, formerly Union Mills, bounded and described as follows, viz:

Westerly by land formerly of Lewis Shaw; Northwesterly by the Bay Side Road, so-called; Easterly by land of R.W. Week's heirs and land of J.A. Record; Southeasterly by the Exeter Road. Power for said privilege is furnished by the Winnicut River which flows through said premises. Together with all buildings thereon. Subject, nevertheless, to any right of way the Town of Greenland may have across the Easterly end of said premises by what is known as the Old Town Road and the Old Ford.

See
Warranty deed
Book 1084
p. 416

Being the same premises conveyed to me by deed from Harry L. and Nina A. Peckham dated April 27, 1946 to be recorded in Rockingham Records.

To have and to hold the aforesaid premises, with all the privileges and appurtenances thereto belonging to the said grantee, his heirs and assigns, to their use and behoof forever. And I do covenant with the said grantee, his heirs and assigns; that I am lawfully seized in fee of the aforesaid premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said grantee in manner aforesaid; and that I and my heirs will warrant and defend the same premises to the said grantee, his heirs, and assigns, forever, against the lawful claims and demands of all persons.

And I, Orena E. Secord, wife of the said Grantor,

in consideration aforesaid, do hereby relinquish my right of dower in the before mentioned premises. And we, and each of us, hereby release our several rights of Homestead in said premises, under and by virtue of any law of this State.

In Witness whereof we have hereunto set our hand and seal, this third day of June, in the year of our Lord one thousand nine hundred and forty-six.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF US:

Madeline A. O'Brien

Harold F. Secord (L.S.)

Orena E. Secord (L.S.)

STATE OF NEW HAMPSHIRE, Rockingham, ss.
Then the above named Harold F. Secord and Orena E. Secord

June 3, 1946.

acknowledged the above instrument to be their free act and deed.

personally appearing.

Before me,

Madeline A. O'Brien, Justice of the Peace.

Received and recorded JUN 9 1946.

John W. T. Green, Registrar.

Know all Men by these Presents,

772-152

THAT *Walter A. Deere and Edith A. Deere, his wife, of Rockingham in the County of Rockingham and State of New Hampshire.*

Deere
to
Holmes

for and in consideration of the sum of *One Dollar*
to be in hand, before the delivery hereof well and truly paid by *Arnold C. Holmes, of Greenland,*
in said County,

Deere
del. to
by *Arnold C. Holmes*

the receipt whereof *we* do hereby acknowledge, have given, granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said

Arnold C. Holmes and his heirs and assigns forever, the following described premises situate in said Greenland, being a small privilege known as Holmes' Acre, formerly Union Acre, bounded and described as follows, to-wit:

*Westerly by said formerly of Union Acre;
Easterly by the Bay View Road, so-called;
Northerly by land of R. W. Wick's heirs and assigns of J. C. Arnold; Southerly by the Gate Road.*

Power for said privilege is furnished by the Merrimack River which flows through said premises. Together with all buildings thereon subject heretofore, to our right of way the Town of Greenland may have across the Easterly end of said premises by what is known as the Old Town Road and the old road.

Being the premises conveyed to us by deed of Emma R. Holmes, Trustee, recorded in Rockingham Registry of Deeds, Book 726, Page 401.

We have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to our heirs and assigns, to our heirs and assigns forever. And we the said Walter A. Deere and Edith A. Deere, his wife, heirs, executors and administrators, do hereby covenant, grant and agree, to and with the said Arnold C. Holmes and his heirs and assigns, that until the delivery hereof we are the lawful owner of the said premises, and we seized and possessed thereof in our own right and fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that we and our heirs, executors and administrators, shall and will warrant and defend the same to the said Arnold C. Holmes and his heirs and assigns, against the lawful claims and demands of any person or persons whatsoever.

And I, Edith A. Deere, wife of the said Walter A. Deere, in consideration aforesaid, do hereby release any right I have in the above mentioned premises.

And we each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy or sale on execution and such other rights whatsoever of premises and of each and every part thereof, as our Family Homestead, as are reserved or secured to us, or either of us, by the Constitution of the State of New Hampshire, passed July 4, 1834, entitled "An Act to exempt the Homestead of Families from attachment and levy or sale on execution," or by any other Statute or Statutes of said State.

In Witness whereof we have hereunto set our hand and seal, this 29th day of November in the year of our Lord one thousand nine hundred and 1922.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF US:

Best Fieldy
Richard Stephens.

Walter A. Deere. (21)

Edith A. Deere. (22)

Florida, County of Volusia
STATE OF NEW HAMPSHIRE, ROCKINGHAM, ss.

Persons appeared the above named *Walter A. Deere and Edith A. Deere*
and acknowledged the foregoing instrument to be their
voluntary act and deed.

(A.P. Seal)

BEFORE ME,

Best Fieldy, Notary Public Justice of the Peace.

Received and Recorded Jan. 1-2-1923

John W. Allen Register.

Know all Men by these Presents

415.

THAT I, Arnold N. Holmes of Greenland in the County of Rockingham and State of New Hampshire,

for and in consideration of the sum of One Dollar -----
to me in hand, before the delivery hereof well and truly paid by Harry L. and Nina A. Peckham,
both of Portsmouth in said County and State as Joint Tenants with the right of
survivorship and not as tenants in common,

Holmes
to
Peckham,
et ux

the receipt whereof I do hereby acknowledge, have ~~given~~ granted, bargained and sold, and by these presents
do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said Harry L. and Nina A. Peckham,
as joint tenants with right of survivorship and ~~not as tenants in common~~ not as tenants
in common, their heirs and assigns forever,

del. to
R. Marvin
by mail

A certain piece or parcel of land situate in said Greenland, being a mill privilege
known as Holmes' Mill, formerly Union Mills, bounded and described as follows, viz:

Westerly by land formerly of Lewis Shaw; Northwesterly by the Bay Side Road,
so-called; Easterly by land of R. W. Week's heirs and land of J. A. Record;
Southeasterly by the Exeter Road. Power for said privilege is furnished by
the Winnicut River which flows through said premises. Together with all
buildings thereon. Subject, nevertheless, to any right of way the Town of
Greenland may have across the Easterly end of said premises by what is known as
the Old Town Road and the Old Ford.

Being the same premises conveyed to me by Warranty Deed of Walter A. Drucker and
Edith A. Drucker, dated November 29, 1922 and recorded in Rockingham Registry of
Deeds, Vol. 772, Page 152.

To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to them
the said Harry L. and Nina A. Peckham as joint tenants with right of survivorship, and not as tenants in common, the
and their only proper use and benefit forever. And I the said Arnold N. Holmes
and my heirs, executors and administrators, do hereby covenant, grant and agree, to and
with the said Harry L. and Nina A. Peckham, and his or her heirs and assigns, that until the
delivery hereof in I am the lawful owner of the said premises, and am seized and possessed
thereof in my own right, ~~and~~ fee simple; and have full power and lawful authority to grant and convey the same in
manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever, and that I
and my heirs, executors and administrators, shall and will warrant and defend the same to the said Harry L.
and Nina A. Peckham, and her heirs and assigns, against the lawful claims and demands of any person or
persons whomsoever, except as aforesaid.

And I, Winnifred B. Holmes, wife of the said Arnold N. Holmes
in consideration aforesaid, do hereby ~~relinquish all~~ ~~as such~~ ~~before~~
premises.

And we each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy of sale as execution and other
rights whatsoever in said premises and in each and every part thereof, as an Family Homestead, as are reserved or secured to us, or either of us, by the
Statute of the State of New Hampshire, passed July 4, 1911, entitled "An Act to exempt the Homestead of Families from attachment and levy of sale on
execution," as by and under the Statute of said State.

In witness whereof we have hereunto set our hands and seals this sixteenth
day of May in the year of our Lord one thousand nine hundred and 1941.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF US:

Lillie Watson Ham

Arnold N. Holmes (I.S.)

Winifred B. Holmes (I.S.)

STATE OF NEW HAMPSHIRE, Rockingham, ss.

May 16,

A. D. 19 41.

Personally appeared the above named Arnold N. and Winnifred B. Holmes
and acknowledged the foregoing instrument to be their
voluntary act and deed.

BEFORE ME,

Lillie Watson Ham

Justice of the Peace.

Received and recorded May 17, 8 A.M., 19 41.

John A. G. Sum Register

Know all Men by these Presents,

That *Emma R. Holmes*, Trustee of Greenland in the County of Rockingham and State of New Hampshire.

For and in Consideration of the sum of one dollar to me in hand, before the delivery hereof, well and truly paid by *Walter A. Drucker, Jr.*

Londonberry in said County

Walter A. Drucker, Jr.
to
Drucker

the receipt whereof I do hereby acknowledge, have given, granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeof, convey and confirm unto the said *Walter A. Drucker and his heirs and assigns forever*, del. to Grantee

the following described premises situate in said Greenland, being a whill privilege known as *Holmes' Liel*, formerly *Union Liel*, bounded and described as follows, viz: - West by land formerly of *Lewis Shaw*; Northwesterly by the *Bay Side Road*, so called; easterly by land of *R. W. West* and land of *J. A. Reed*; southerly by the *Spier Road*. Town for said privilege is furnished by the *Winnicut River* which flows through said premises. Together with the clay, storehouse and shed on said premises. Subject, nevertheless, to any right of way the Town of Greenland may have across the easterly end of said premises by what is known as the *Old Town Road* and the *Old Ford*. Being the premises conveyed to me by deed of *William E. Clarke* recorded in Rockingham Registry of Deeds, Book 567, Page 67. Said premises are subject to a lease to *Simon S. Beckett* which expires Oct. 1, 1918.

To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to *him* the said *Drucker and his heirs and assigns*, to *him* and their only proper use and benefit forever.

And *I* the said *Holmes* and *my* heirs, executors and administrators, do hereby covenant, grant, and agree to and with the said *Drucker and his heirs and assigns*, that until the delivery hereof *I am* the lawful owner of the said premises, and *am* seized and possessed thereof in *my* own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that *my* heirs, executors and administrators, *shall and will warrant and defend* the same to the said *Drucker and his heirs and assigns*, against the lawful claims and demands of any person or persons whomsoever.

And I, *am a widow* wife of said *Drucker*, in consideration aforesaid, do hereby release my right of dower in the above mentioned premises.

And we each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy or sale on execution and any other rights whatsoever in said premises in whole and every part thereof as our Family Homestead, as so recorded or secured to us, or either of us, by the Statute of the State of New Hampshire, passed July 1, 1891, entitled "An act to exempt the Homestead of Families from attachment and levy or sale on execution" or by any other Statute or Statutes of said State.

IN WITNESS WHEREOF, *I* have hereunto set *my* hand and seal this *eleventh* day of *September* in the year of Lord one thousand nine hundred and *1917*.

Signed, sealed and delivered in presence of us:

H. A. Holmes.
W. A. Drucker.

Emma R. Holmes (ss)
Trustee.

STATE OF NEW HAMPSHIRE, Rockingham, ss.

Personally appearing the above named *Emma R. Holmes, Trustee* and acknowledged the foregoing instrument to be *her* voluntary act and deed. - BEFORE me,

Le R. Babcock.

Justice of the Peace.

Received and Retained, *Sept. 11* 2 P.M. 1917.

John A. Cheney Register.

20027

2103 451

Know all Men by these Presents:

OCT 29 9 12 AM '71
REC'D ROCKINGHAM COUNTY
REGISTRY OF DEEDS

THAT I, Ruth E. Simoneau, single woman, of Greenland, in the County of Rockingham and State of New Hampshire

for consideration paid, grant to The State of New Hampshire, Fish and Game Department

with warranty covenants to the said State of New Hampshire, Fish and Game Department

A certain piece or parcel of land, together with the buildings and other structures thereon situate in Greenland, in the County of Rockingham, and State of New Hampshire, and comprising the mill privilege and land formerly known as Holmes' Mill, and being bounded and described as follows:

Westerly by land formerly of Lewis Shaw;
Northwesterly by the Bay Side Road, so-called;
Easterly by land now or formerly of R. W. Week's
heirs and land of J. A. Record; Southeasterly by
Exeter Road. Said privilege comprises land on both
sides of the Winnicut River which flows through the same.

Subject to any right of way which the Town of Greenland may have across the Easterly end of said premises by what is known as the Old Town Road and the Old Ford, and also subject to the rights to erect and maintain a dam on said property across said Winnicut River and the right of flowage appurtenant thereto, conveyed to the State of New Hampshire by Walter Ciechon and Rebecca Jane Ciechon and recorded in Rockingham County Registry of Deeds, Book 1426, Page 062.

Excepting from the hereinabove described premises that tract of land conveyed by Rebecca Jane Ciechon Goodall to the State of New Hampshire by deed dated June 2, 1959, and recorded in Rockingham County Registry of Deeds, Book 1507, Page 70.

Being the same premises conveyed to Ruth A. Simoneau by Warranty Deed of Rebecca Jane Ciechon Goodall dated February 16, 1962 and recorded in Rockingham County Registry of Deeds, Book 1622, Page 203.

Real estate taxes assessed against the granted premises for the tax year beginning April 1, 1971 shall be pro-rated between the parties as of the date of delivery of this deed.

And I, Ruth E. Simoneau, the said grantor, release to said grantee all rights of ~~claim~~ ~~claim~~

~~claim~~ ~~claim~~ and homestead and other interests therein.

Witness my hand and seal this 9th day of September 1971

WITNESS:

STATE OF NEW HAMPSHIRE

COUNTY OF Rockingham

On this the 9th day of Sept., 1971, before me, Allen J. Lewis, the undersigned officer, personally appeared Ruth E. Simoneau known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

Allen J. Lewis
Justice of the Peace

1587-70

Know all Men by these Presents:

THAT I, Rebecca Jane Ciechon Goodall of Greenland in the County of Rockingham and State of New Hampshire
for consideration do hereby grant to the State of New Hampshire

with warranty covenants to the said State of New Hampshire, the following described real estate in the town of Greenland, County of Rockingham, State of New Hampshire, namely:

Beginning at a point on the center line of the Winnicut River; thence North 40 degrees 30 minutes West to a point on the shoreline at the highwater mark; thence in the same direction, one hundred sixty six feet (166'), more or less, by land of Mann to a corner twenty seven feet (27') from the center line of Bayside Road; thence South 32 degrees West two hundred eighty one feet (281') along Bayside Road to a corner twenty five feet (25') from the center line of Bayside Road; thence South 44 degrees East thirty eight feet (38') by land of Caswell to a point on the bank of Winnicut River; thence in the same direction to the centerline of the Winnicut River; thence Northerly along the centerline of Winnicut River to the point of beginning. (The distance between the two points on the shore of Winnicut River is North 58 degrees 30 minutes East, two hundred sixty nine feet (269').) Being part of the property described in deed of Walter Ciechan to Rebecca Jane Ciechon, Feb. 5, 1959, recorded Vol. 1495, page 83.

Subject to any right-of-way or ford the Town of Greenland may have along the Northeastly side of said property, also the dam and water-rights to the State of New Hampshire by Quitclaim Deed of September 28, 1956, recorded Vol. 1462, page 62, Rockingham Registry.

Portsmouth, N.H., June 2, 1959

The within described premises are hereby released from the lien of the mortgage given by Walter and Rebecca Jane Ciechon to Portsmouth Savings Bank dated April 30, 1958 recorded in Rockingham County records, Book 1464, Page 364, without, however, affecting the lien of said mortgage as to the remainder of the premises conveyed therein which is to remain in full force and effect.

PORTSMOUTH SAVINGS BANK

BY *J. L. Carter* *asst Treas*

And I, Edward Goodall

husband

of said grantor, release to said grantee all rights of

curtesy and homestead and other interests therein.

Witness: *our* hand and seal, this 2 day of June

1959

WITNESS:

Allen I. Lewis

Rebecca Jane Ciechon Goodall
Edward J. Goodall

STATE OF NEW HAMPSHIRE

COUNTY OF

On this the 2nd day of June, 1959, before me, *Allen I. Lewis* the undersigned officer, personally appeared *J. L. Carter, Rebecca Jane Goodall, Edward J. Goodall* known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

Allen I. Lewis

Justice of the Peace.

Rec. & recorded June 2, 1 P.M. 1959

1126 062

That we, Walter Ciechon and Rebecca Jane Ciechon, both of the Town

Greenland, in the County of Rockingham and

New Hampshire, for consideration paid unto State of New Hampshire,

XXX

with QUITCLAIM COVENANTS.

(Description and incumbrances, if any)

all the right which we have to erect and maintain a dam on property owned by us and across the Winnicut River, in said Greenland, together with the right of flowage appurtenant thereto, which we acquired by deed of Paul Winslow, dated October 4, 1955, recorded in Rockingham County Registry of Deeds, Book 1371, Page 206; together with a right of way over property of the grantors to the site of said dam to enable grantee to erect and maintain the same.

It is a condition of this grant that the dam be erected on or near the location of the former dam, northerly of the present highway. Should a dam be erected elsewhere, or no dam erected within five years from the date hereof, the grant herein made shall terminate and all rights therein revert to the grantors and their heirs.

Grantors are husband and wife, and

release to said Grantee all rights of ^{and} ~~curtesy~~ and homestead and other interest therein.

WITNESS our hands and seals this 28th day of September, 1956.

Witness:

Frank A. Rolston

Walter Ciechon
Rebecca Jane Ciechon

State of New Hampshire

Rockingham,

ss.

September 28 1956.

Then personally appeared the above named Walter Ciechon and Rebecca Jane Ciechon, and acknowledged the foregoing instrument to be their voluntary act and deed, before me

Rec. & recorded Mar. 21, 9:50 A.M. 1957.

Justice of the Peace

1622-203

Know all men by these presents

I, Rebecca Jane Ciechon Goodall, of Santee, in the County of San Diego, and State of California

US Po
Stamps
\$5.50

for and in consideration of the sum of One Dollar and other valuable considerations to me in hand, before the delivery hereof, well and truly paid by

Ruth A. Simoneau of Greenland, in the County of Rockingham, and State of New Hampshire

the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold, and by these presents do give, grant, bargain, sell alien, enfeoff, convey and confirm unto the said

Ruth A. Simoneau and her heirs and assigns forever.

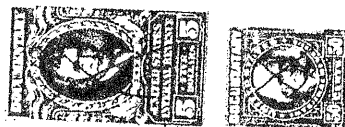
A certain piece or parcel of land, together with the buildings and other structures thereon, situate in Greenland, in the County of Rockingham, and State of New Hampshire, and comprising the mill privilege and land formerly known as Holmes' Mill, and being bounded and described as follows:

Westerly by land formerly of Lewis Shaw; Northwesterly by the Bay Side Road, so-called; Easterly by land now or formerly of E. W. Weeks' Heirs and land of J.A. Record; Southeasterly by Exeter Road. Said privilege comprises land on both sides of the Winnicut River which flows through the same.

Subject to any right of way which the Town of Greenland may have across the Easterly end of said premises by what is known as the Old Town Road and the Old Ford, and also subject to the rights which Walter Ciechon and the Grantor herein conveyed to the State of New Hampshire, to erect and maintain a dam on said property across said Winnicut River and the right of flowage appurtenant thereto, as is more fully set forth in the deed to the State of New Hampshire, dated September 22, 1956, recorded in Rockingham County Registry of Deeds, Book 1507, Page 70.

Being a portion of the premises conveyed to Walter Ciechon and Rebecca Jane Ciechon by deed of Paul Howard Winslow, dated October 4, 1955, recorded in said Rockingham Registry of Deeds, Book 1371, Page 246, and the same premises conveyed to this Grantor by deed of Walter Ciechon, dated February 3, 1959 and recorded in said Rockingham County Registry of Deeds, Book 1495, Page 83.

Excepting from the hereinabove described premises that tract of land conveyed by me to the State of New Hampshire by deed dated June 2, 1959, and recorded in said Rockingham County Registry of Deeds, Book 1507, Page 70.



1822, 204

To have and to hold the said granted premises, with all the privileges and appurtenances thereunto belonging, to Ruth A. Simonau the said grantee and her heirs and assigns, to their own use and behoof forever.

And I the said grantor and my heirs, executors and administrators, do hereby covenant, grant and agree, to and with the said grantee and her heirs and assigns, that until the delivery hereof I am the lawful owner of the said premises, I am seized and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever: except as aforesaid;

and that I and my heirs, executors and administrators, shall and will warrant and defend the same to the said grantee and her heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

And I, Edward Goodall, husband ~~husband~~ of the said Grantor, Rebecca Jane Ciechon Goodall ~~Rebecca Jane Ciechon Goodall~~ for the consideration aforesaid, do hereby release to the said grantees, my right off ~~homestead~~ ^{curtesy} in the before mentioned premises.

And we do each of us hereby release all rights of **homestead** secured to us, or either of us under and by virtue of any law of the State of New Hampshire and all other rights and interest therein.

In witness whereof We have herunto set our hands and seals, this 16th day of February, in the year of our Lord 1862

Signed, sealed and delivered in presence of

Gertrude H. Davis
Ray T. Davis

Rebecca Jane Ciechon Goodall
Edward Goodall

State of
California

San Diego

February 16, A.D. 19 62

Personally appeared the above named Rebecca Jane Ciechon Goodall and Edward Goodall and acknowledged the foregoing to be their voluntary act and deed — Before me:

Gertrude H. Davis

Notary Public — ~~STATE OF CALIFORNIA~~

GERTRUDE H. DAVIS
MY COMMISSION EXPIRES FEB. 27 1904



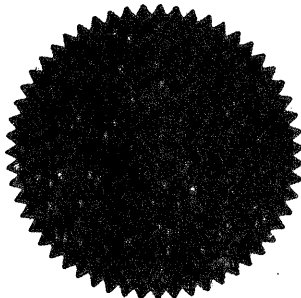
CLERK OF SAN DIEGO COUNTY

R. B. JAMES, CLERK AND
SUPERIOR COURT ADMINISTRATOR
EX-OFFICIO CLERK SUPERIOR COURT
EX-OFFICIO CLERK BOARD OF SUPERVISORS
1133 UNION STREET
SAN DIEGO, CALIFORNIA

1622 205
TELEPHONE
BELMONT 8-6061

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss

I, R. B. JAMES, Clerk of the County of San Diego, and Superior Court Administrator of the State of California in and for the County of San Diego, the same being a Court of Record, having by law a Seal, DO HEREBY CERTIFY that Gertrude H. Davis was duly commissioned and sworn and authorized by the laws of the State of California as a Notary Public on the 28th day of February, 1961, and that her Commission as such Notary Public will expire on the 27th day of February, 1965; that as such Notary she is duly authorized by the laws of the State of California to administer oaths and to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments in said State.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, which is the Seal of the Superior Court this 16th day of February 1962.

R. B. James

County Clerk

Rec'd & recorded April 20, 10:00 A.M., 1962.

1464-364

1161 364

KNOW ALL MEN BY THESE PRESENTS

THAT we, Walter Ciechon and Rebecca Jane Ciechon, both of Greenland, in the county of Rockingham and State of New Hampshire,

For and in consideration of the sum of Four thousand two hundred seventy-six and 54/100 Dollars, to us in hand, before the delivery hereof, well and truly paid by the

PORTSMOUTH SAVINGS BANK,

a corporation established by the laws of the State of New Hampshire, and located and doing business at Portsmouth, in the county of Rockingham, in said State, the receipt whereof we do hereby acknowledge, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said PORTSMOUTH SAVINGS BANK, its successors and assigns, forever,

A certain piece or parcel of land, together with the buildings and other structures thereon, situate in said Greenland, and comprising the mill privilege and land formerly known as Holmes' Mill, and bounded and described as follows:

Westerly by land formerly of Lewis Shaw; Northwesternly by the Bay Side Road, so-called; Easterly by land now or formerly of R. W. Weeks' Heirs and land of J. A. Record; Southeasterly by Kieter Road. Said privilege comprises land on both sides of the Winnicut River which flows through the same.

Subject to any right of way which the Town of Greenland may have across the Easterly end of said premises by what is known as the Old Town Road and the Old Ford, and also subject to the rights which the grantors herein have conveyed to the State of New Hampshire, to erect and maintain a dam on said property across said Winnicut River and the right of flowage appurtenant thereto, as is more fully set forth in the deed of these grantors to the State of New Hampshire, dated September 28, 1956.

Being a part of the same premises conveyed to these grantors by deed of Paul Howard Winslow, dated October 4, 1955, and recorded in Rockingham County Registry of Deeds, Book 1371, Page 206.

Witness the hand of the said Walter Ciechon and Rebecca Jane Ciechon, dated this 1st day of May, 1962, and recorded in

of
Registry of

For

col
B.W. + dell
C. W. + dell

The note secured by the within Mortgage having been paid, the same is hereby discharged.
Portsmouth, N.H. April 17, 1962.
Walter Ciechon
Rebecca Jane Ciechon
By J. G. Carter, Treasurer
John W. Green, Register

Rec'd. & Recorded May 7, 1962.

To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to it, the said PORTSMOUTH SAVINGS BANK, its successors and assigns, to its, and their only proper use and benefit forever.

And we the said Walter Ciechon and Rebecca Jane Ciechon, our heirs, executors and administrators, do hereby covenant, grant and agree to and with the said PORTSMOUTH SAVINGS BANK, its successors and assigns, that until the delivery hereof we ~~are~~ the lawful owners of the said premises, and we are seized and possessed thereof in our own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear of all and every incumbrance whatsoever; and that we and our heirs, executors and administrators, shall and will warrant and defend the same to the said PORTSMOUTH SAVINGS BANK, its successors and assigns, against the lawful claims and demands of any person or persons whomsoever.

And ~~x~~ we, Walter Ciechon and Rebecca Jane Ciechon ~~do hereby~~ ^{our} ~~do hereby~~ in consideration of the sum aforesaid, do hereby relinquish all ~~our~~ rights of curtesy ~~&~~ ^{lower} in the before mentioned premises.

And we and each of us do hereby release, discharge, and waive all such rights of exemption from attachment and levy or sale on execution, and such other rights whatsoever in said premises, and in each and every part thereof, as our family homestead, as are reserved or secured to us, or either of us, by the Statutes and Laws of the State of New Hampshire.

The condition of the foregoing Deed is such, That if the said Walter Ciechon and Rebecca Jane Ciechon, their heirs, executors and administrators, shall well and truly pay unto the said PORTSMOUTH SAVINGS BANK, its successors or assigns, the sum of Four Thousand two hundred seventy-six and 54/100 Dollars and interest thereon, according to the tenor and intent, true meaning and effect of their promissory note for said sum

bearing even date with these presents, signed by said Walter Ciechon and Rebecca Jane Ciechon, and payable to the order of the said PORTSMOUTH SAVINGS BANK, on demand from date, with interest payable ~~continuously~~ monthly at the rate of five per cent per annum,

and until such payment shall keep the building on said land insured against fire in a sum not less than \$4,276.54 Dollars, payable in case of loss to said PORTSMOUTH SAVINGS BANK, its successors and assigns, in such form and in such insurance companies as it or they shall approve, the policies to be deposited with said Bank, its successors or assigns; shall pay all taxes and assessments levied or assessed upon or on account of said premises, when the same are due; shall pay to said Bank, its successors or assigns; all sums which it or they shall pay on account of or for any such insurance and taxes and all other expenses legally incident to said granted premises, and shall not commit nor suffer any strip or waste of said premises or any breach of any covenant herein contained; then the foregoing deed shall be void and of no effect, otherwise shall remain in force.

But upon any default in the performance or observance of any of the foregoing conditions, the full sum or any unpaid balance of the mortgage debt hereby secured, may at the option of the mortgagee, its successors or assigns, become due, and payable, and we do authorize and empower said PORTSMOUTH SAVINGS BANK, its successors or assigns, to sell at public auction as hereafter provided the whole or any part of said mortgaged premises, or the whole or any part that may remain subject to this mortgage (a part thereof having been before that time released) together with all improvements and additions that may be thereon, in bulk, or in parcels, at one and the same or at several different times, as may seem to said Bank, its successors or assigns, for the best interest of all concerned; and if only a part of said premises is sold, at the first or intervening sales, then the lien of said Bank shall remain and continue upon such portion thereof as is unsold for the balance of said debt.

1464 366

And we do hereby appoint and constitute the Treasurer of said Bank, and his successors in said office, their assigns, our true and lawful attorney with power irrevocable to make such sale or sales at public auction, and such sale or sales shall be in the town of Greenland on some one parcel of said premises, if sold in bulk, or on such several parcels if sold in parts, and may be made without further notice or demand except giving notice of times and places of such sale or sales once in each of three successive weeks in one newspaper printed in Rockingham County; and said Bank, its successors and assigns, by itself or by its agent or attorney may become a purchaser of said premises or any part thereof, (a sale of a part only of said premises not affecting the claim or lien of said Bank, on the part thereof unsold for the money remaining due on said note). and said Treasurer and his successors for the time being, in the name of said Bank or as the attorney of the grantor, are hereby authorized and empowered to convey said premises or the parts thereof sold, with said additions and improvements, by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and such sale or sales shall forever bar the grantor and all persons claiming under them from all right and interest in the granted premises, whether at law or in equity. And out of the money arising from such sale said Bank, its successors or assigns, shall be entitled to retain all sums then secured by this deed, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by them by reason of any default in the performance or observance of the said conditions, rendering the surplus, if any, to said grantors or their heirs or assigns; and we do hereby, for ourselves and for heirs and assigns, covenant with said Bank, and its successors and assigns, that in case a sale or sales shall be made under the foregoing power, we or they will upon request execute, acknowledge, and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale, and that all further notices required by law, in the premises, may be sent by registered mail to Walter Ciechon ~~Max~~ ~~Street~~ Greenland N. H. and Rebecca Jane Ciechon

And it is agreed that said Bank, its successors and assigns, or any person or persons in their behalf, may purchase at any sale or sales made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase money.

IN WITNESS WHEREOF, we have hereunto set our hands and seal the 29th day of April in the year of our Lord one thousand nine hundred fifty-eight

Signed, sealed and delivered in the presence of

Anthony D. Munnick }
Walter Ciechon }
Rebecca Jane Ciechon }
Rebecca Jane Ciechon }

STATE OF NEW HAMPSHIRE.

Rockingham ss. April 29 A. D. 1958
Personally appearing the above named Walter Ciechon Rebecca Jane Ciechon,
and
acknowledged the foregoing instrument to be her free act and deed, before me,

Walter Ciechon
JUSTICE OF THE PEACE.

Rec. & recorded Apr. 30, 10:40 A.M. 1958

Know all Men by these Presents.

1495 083

THAT I, Walter Ciechon, of Greenland, Rockingham County, State of New Hampshire for and in consideration of the sum of One Dollar and other valuable considerations to me in hand before the delivery thereof, well and truly paid by Rebecca Jane Ciechon, of Greenland, Rockingham County, State of New Hampshire the receipt whereof I do hereby acknowledge have remised, released and forever QUITCLAIMED, and by these presents, do remise, release and forever quitclaim unto the said Rebecca Jane Ciechon, her heirs and assigns forever.

A certain piece or parcel of land, together with the buildings and other structures thereon, situate in said Greenland, and comprising the mill privilege and land formerly known as Homes' Mill, and bounded and described as follows:

Westerly by land formerly of Lewis Shaw; Northwesternly by the Bay Side Road, so-called; Easterly by land now or formerly of R. W. Weeks' Heirs and land of J. A. Record; Southeasterly by Exeter Road. Said privilege comprises land on both sides of the Winnicut River which flows through the same.

Subject to any right of way which the Town of Greenland may have across the Easterly end of said premises by what is known as the Old Town Road and the Old Ford, and also subject to the rights which the grantor herein has conveyed to the State of New Hampshire, to erect and maintain a dam on said property across said Winnicut River and the right of flowage appurtenant thereto, as is more fully set forth in the deed of the grantor to the State of New Hampshire, dated September 23, 1956.

Being a part of the same premises conveyed by deed of Paul Howard Winslow, dated October 4, 1955, and recorded in Rockingham County Registry of Deeds, Book 1371, Page 206.

I HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereunto belonging, to the said Rebecca Jane Ciechon her heirs and assigns forever; and I do hereby covenant with the said Rebecca Jane Ciechon that she will warrant and defend the said premises to the said Rebecca Jane Ciechon, her heirs and assigns, against the lawful claims and demands of any person or persons claiming by, from or under her.

And I, ----- of said
for the consideration aforesaid, do hereby release my right of ----- in said premises.

And I, ----- do hereby release, discharge, and waive all such rights of exemption from attachment and levy as are reserved or secured to us, or either of us, by the statute of the State of New Hampshire, passed July 4th, 1851, entitled "An Act to exempt the Homestead of Families from attachment or levy on execution," or by any other statutes of said State.

In Witness Whereof I have hereunto set my hand and seal this 2nd day of February in the year of our Lord 1957.
Signed, Sealed and Delivered in the presence of:

Walter Ciechon

State of New Hampshire Rockingham ss.
Personally appeared Walter Ciechon

know to me, or satisfactorily proven, to be the person whose name subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

Before me, Lawrence W. Gault Justice of the Peace.

Rec. & recorded Feb. 5, 10:50 A.M. 1959

1371-206

1371-206

Know all men by these presents

that I, Paul Howard Winslow, of Greenland in the County of Rockingham and State of New Hampshire

for and in consideration of the sum of ----- One Dollar -----

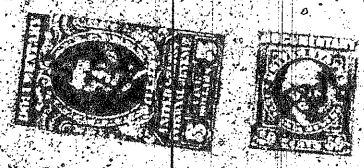
to me in hand, before the delivery hereof, well and truly paid by Walter Ciechon and Rebecca Jane Ciechon, both of Kittery in the County of York and State of Maine

the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold, and by these presents do give, grant, bargain, sell, alien, entail, convey and confirm unto the said Walter Ciechon and Rebecca Jane Ciechon, as joint tenants, with rights of survivorship, the survivor of them, and his or her heirs and assigns forever

A certain piece or parcel of land situate in Greenland, in the County of Rockingham and State of New Hampshire, being a mill privilege known as Holmes Mill, formerly Union Mills, bounded and described as follows, viz:

Westerly by land formerly of Lewis Shaw; Northwesterly by the Bay Side Road, so-called; Easterly by land of W. W. Week's heirs and land of U. W. Rogers; Southeasterly by the Exeter Road. Power for said privilege as furnished by the said river which flows through said premises. Together with all buildings thereon. Subject, nevertheless, to any right of way the town of Greenland may have across the Easterly end of said premises by what is known as the Old Road and the Old Ford.

being the same premises conveyed to Paul Howard Winslow by deed of Harold Second, dated February 21, 1940, and recorded in Rockingham Registry of Deeds, Book 1094, Page 416.



1371-207
To have and to hold the said granted premises, with all the privileges and appurtenances thereunto belonging, to Walter Cieshon and Rebecca Jane Cieshon as joint tenants, with rights of survivorship, the survivor of them, and his or her heirs and assigns, to their own use and behoof forever.

And I, the said grantor and my heirs, executors and administrators, do hereby covenant, grant and agree, to and with the said grantees, their heirs and assigns, that until the delivery hereof, I am the lawful owner of the said premises, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever, except as aforesaid;

and that I and my heirs, executors and administrators, shall and will warrant and defend the same to the said grantees, their heirs and assigns, against the lawful claims and demands of any person or persons whomsoever, except as aforesaid.

And I, Hope C. Winslow, a wife of the said Paul Howard Winslow, for the consideration aforesaid, do hereby release to the said grantees, my right of dower in the before mentioned premises.

And we do each of us hereby release all rights of homestead secured to us, or either of us under and by virtue of any law of the State of New Hampshire and all other rights and interest therein.

In witness whereof we have hereunto set our hands and seals, this 4th day of October, in the year of our Lord 1955.

Signed, sealed and delivered in presence of

Natalie D. Cieshon
Chas. W. Cieshon
Paul Howard Winslow
Hope C. Winslow

State of

NEW HAMPSHIRE

Rockingham

OCT 4 A.D. 1955

Personally appeared the above named Paul Howard Winslow and Hope C. Winslow and acknowledged the foregoing to be their voluntary act and deed - Before me:

Received and recorded Oct. 5, 9:50 AM, 1955